

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JEFFREY DESKOVIC,

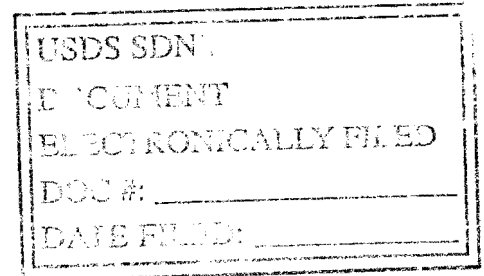
Plaintiff,

vs.

CITY OF PEEKSKILL, PUTNAM COUNTY,
WESTCHESTER COUNTY, DAVID LEVINE,
THOMAS MCINTYRE, WALTER BROVARSKI,
EUGENE TUMOLO, JOHN AND JANE DOE
SUPERVISORS, DANIEL STEPHENS, LOUIS
ROH, MILLARD HYLAND, PETER INSERO, and
LEGAL AID SOCIETY OF WESTCHESTER
COUNTY,

Defendants.

Index No. CV-07-8150 (KMK)(GAY)



STIPULATION OF DISMISSAL
WITHOUT PREJUDICE

LINDA MCGARR,

Plaintiff,

vs.

CITY OF PEEKSKILL, WESTCHESTER
COUNTY, DAVID LEVINE, THOMAS
MCINTYRE, WALTER BROVARSKI, EUGENE
TUMOLO, JOHN AND JANE DOE
SUPERVISORS, DANIEL STEPHENS, LOUIS
ROH, AND MILLARD HYLAND,

Defendants.

Index No. CV-07-9488 (KMK)(GAY)

CITY OF PEEKSKILL,

Third-Party Plaintiff,

vs.

WESTPORT INSURANCE COMPANY as
successor-in-interest to NORTH RIVER
INSURANCE COMPANY,

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NORTH RIVER INSURANCE COMPANY,

TIG INSURANCE COMPANY as successor-in-interest to INTERNATIONAL INSURANCE COMPANY,

WESTPORT INSURANCE COMPANY as successor-in-interest to INTERNATIONAL INSURANCE COMPANY,

UNDERWRITERS AT LLOYD'S, LONDON,

CX REINSURANCE COMPANY LIMITED as successor-in-interest to CNA INTERNATIONAL REINSURANCE COMPANY,

CX REINSURANCE COMPANY LIMITED as successor-in-interest to CNA REINSURANCE OF LONDON, LIMITED,

SPHERE DRAKE INSURANCE PLC,

ILLINOIS UNION INSURANCE COMPANY,

UNITED NATIONAL INSURANCE COMPANY,

TRAVELERS INDEMNITY COMPANY as successor-in-interest to GULF INSURANCE COMPANY,

AMERICAN MOTORISTS INSURANCE COMPANY as successor-in-interest to AMERICAN PROTECTION INSURANCE COMPANY,

AMERICAN MOTORISTS INSURANCE COMPANY as successor-in-interest to SPECIALTY NATIONAL INSURANCE COMPANY,

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HARCO NATIONAL INSURANCE COMPANY,

ILLINOIS NATIONAL INSURANCE
COMPANY, and

MARKEL AMERICAN INSURANCE
COMPANY,

Third-Party Defendants.

WHEREAS, Third-Party Plaintiff City of Peekskill ("Plaintiff" or "Peekskill") has asserted claims against TIG Insurance Company as successor-in-interest to International Insurance Company ("TIG") in the above-entitled action.

WHEREAS, Peekskill and TIG seek to reduce the expense and burden of litigation to themselves, to the other parties in this action, and to the Court;

WHEREAS, International Insurance Company issued insurance policy no. 531-001915-2, in effect from 12/31/1990 to 12/31/1991 ("International Policy"), to Peekskill;

WHEREAS, TIG has represented and Westport Insurance Company as successor-in-interest to International Insurance Company ("Westport") has acknowledged Westport's legal responsibility and liability for the International Policy, to Peekskill;

NOW, THEREFORE, in consideration of this Stipulation of Dismissal Without Prejudice, Peekskill and TIG, by and through their respective counsel of record, hereby mutually agree to the following:

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties that all claims against TIG with respect to the International Policy are dismissed without prejudice as against Third-Party Defendant TIG Insurance Company as successor-in-interest pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

IT IS FURTHER STIPULATED AND AGREED, that each undersigned party shall bear its own costs and attorneys' fees.

IT IS FURTHER STIPULATED AND AGREED, that that nothing contained in this Stipulation shall operate so as to create an estoppel as to any finding of fact, or create or expand any rights, remedies or liabilities of the parties hereto, except that Peekskill's dismissal without prejudice tolls, as of the date of filing of the Third-Party Complaints in the above referenced actions, any potentially applicable statutes of limitations of any jurisdiction as to all claims in the Third-Party Complaints in the above referenced actions. Moreover, all time-based defenses to

Peekskill's claims in the Third-Party Complaints in the above referenced actions are preserved to the extent they exist, but only to the extent they existed, as of the date of the filing of the Third-Party Complaints in the above referenced actions.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation does not constitute a representation, assertion or admission of the rights, duties or obligations of any party under the International Policy subject to this Stipulation. Furthermore, this Stipulation does not constitute a representation or admission regarding the substantive merits of any claim subsequently asserted against or among the parties to this Stipulation or against the International Policy. Moreover, TIG reserves all of its defenses.

DATED: December
~~NOVEMBER~~ 5, 2011

ANDERSON KILL & OLICK, P.C.

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ATTORNEYS FOR THIRD-PARTY
PLAINTIFF CITY OF PEEKSKILL

DATED: NOVEMBER 17, 2011

TIG INSURANCE COMPANY AS
SUCCESSOR-IN-INTEREST TO
INTERNATIONAL INSURANCE
COMPANY

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THIRD-PARTY DEFENDANT TIG
INSURANCE COMPANY AS
SUCCESSOR-IN-INTEREST TO
INTERNATIONAL INSURANCE
COMPANY

SO ORDERED this 8th day of December, 2011.

[Signature]
The Honorable Kenneth M. Karas
United States District Judge